

03102022

IN THE DISTRICT COURT IN AND FOR WASHINGTON COUNTY
STATE OF OKLAHOMA

DISTRICT COURT WASHINGTON CO OK
JILL L. SPITZER COURT CLERK

FILED

FEB 22 2022

BY _____ DEPUTY

PAUL D. GREENE and
MICHELLE S. GREENE,

Plaintiffs,

v.

STATE FARM FIRE and
CASUALTY COMPANY,

Defendant.

Case No. CS-2022-37

**ATTORNEY'S LIEN CLAIMED
JURY TRIAL DEMANDED**

PETITION

COME NOW Plaintiffs, Paul D. Greene and Michelle S. Greene, and for this their claim and cause of action against Defendant states and alleges as follows:

COUNT ONE

1. Plaintiffs, Paul D. Greene and Michelle S. Greene, are residents of Washington County, State of Oklahoma.

2. Defendant, State Farm Fire & Casualty Company, is a domesticated insurer in Oklahoma.

3. At all times material herein Plaintiff was insured by homeowner's insurance policy number 36-CE-V339-7. This policy was issued by the Defendant. Plaintiffs suffered loss to their home covered under this policy and made claims thereunder for benefits, but Defendant wholly failed, refused, undervalued and neglected to pay Plaintiffs' claim.

4. Plaintiffs allege the Defendant was negligent in adjusting the losses suffered by Plaintiffs.

5. The actions of the Defendant in adjusting the losses suffered by Plaintiffs were reckless or a willful failure to exercise good faith and fair dealing, for which Plaintiffs suffered emotional distress, loss of monies, and other damages.

COUNT TWO

COME NOW Plaintiffs and adopt all allegations heretofore made in Count One hereof as if fully set forth herein.

6. At the time of the loss, there was in place a policy of insurance with Defendant covering the home. Said insurance policy covers losses such as the one incurred by Plaintiffs.

7. That the Defendant breached its contract of insurance with Plaintiffs, and, in addition, failed to deal fairly and in good faith with this Plaintiffs in that Defendant failed or refused to fairly investigate Plaintiffs' claims and timely pay same. That the Defendant was negligent in evaluating the Plaintiffs' claim and denying it.

8. In addition to the failure of the Defendant to pay the benefits due Plaintiffs under the terms and conditions of the policy, Plaintiffs suffered emotional damage by virtue of the hardship placed upon them in providing for their own support and the support their family.

WHEREFORE, premises considered, Plaintiff prays for judgment against Defendant for a sum in excess of Ten Thousand Dollars (\$10,000.00) for actual damages, a sum in excess of Ten Thousand Dollars (\$10,000.00) for punitive damages, interests, costs, attorney's fees and such other and further relief to which they are deemed entitled.

Respectfully submitted,

FRASIER, FRASIER & HICKMAN, LLP

By:

A handwritten signature in black ink, appearing to read "Frank Frasier", written over a horizontal line.

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